

**AGREEMENT**  
**BETWEEN**  
**TOWN OF MANCHESTER, CONNECTICUT**  
**AND**  
**MUNICIPAL EMPLOYEES' UNION, LOCAL 991**

**JULY 1, 2008 - JUNE 30, 2011**

CONTRACT EXTENDED THROUGH JUNE 30, 2013

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This Agreement is entered into by and between the Town of Manchester, hereinafter referred to as the "Town," and Municipal Employees Union, Local 991 of Council #4 of the AFSCME, AFL-CIO, hereinafter referred to as the "Union."

## **ARTICLE I - RECOGNITION**

- 1.0 The Union recognizes the General Manager or his designated representative as representing the Town, and the Town recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining on matters of wages, hours of employment, working conditions, grievances and other conditions of employment for employees in classifications shown on the attached pay plan who work a 37½-40 hour week, permanent full-time, permanent part-time (20 hours or more, 12 months per year), excluding supervisory employees with a job classification of Print Shop Room Supervisor, Environmental Analyst, Forestry Manager, and Foreman or higher, uniformed and investigatory personnel of the Police and Fire Departments, employees of the Board of Education, elected officials and their staffs, those employees whose positions are confidential as defined by the State Labor Board rulings, all positions presently in the Manager's Office with a classification of Secretary or higher, staff of the Town Attorney's Office, all Executive Assistants, the Payroll Supervisor, Human Resources Technician, Administrative Accountant, and Secretary to the Board of Directors.

## **ARTICLE II - UNION SECURITY**

- 2.0 The Town agrees to deduct membership dues, initiation fees, and reinstatement fees as may be fixed by the Union from the pay of those employees who, individually and in writing, authorize such deductions. Such deductions shall continue for the duration of this Agreement or any extension thereof.
- 2.1 Deductions shall be made each month and shall be remitted to the Financial Officer of the Union not later than the last day of said month. The monthly remittances to the Union will be accompanied with a list of names of employees from whose wages such deductions have been made and the amount deducted from each employee. The obligation of the Town for funds actually deducted under this Section terminates upon the delivery of the deductions so made to the person authorized to receive such amounts from the Town. Neither any employee nor the Union shall have any claim against the Town for errors in the processing of deductions unless a claim of error is made in writing to the Finance Director within sixty (60) calendar days after the date such deductions were or should have been made.
- 2.2 When a member's dues are not deducted during a time he is not paid, and such employee returns to work, it shall be the responsibility of the Town to reactivate

the deduction of his dues.

- 2.3 All those employees hired prior to September 28, 1981 who do not voluntarily join the Union shall not, as a condition of employment, have to pay any service charge or any other Union dues or fees. However, all employees hired after that date who do not voluntarily join the Union after the completion of their thirtieth (30th) day of employment, shall as a condition of employment, pay to the Union each month during the life of this Agreement or any extension thereof, a service charge which shall not exceed the amount uniformly required of its members.
- 2.4 The Union shall indemnify, defend, and save the Town harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reasons of actions taken or not taken by the Town in complying with the provisions of this Article.
- 2.5 The Town will provide each employee in the bargaining unit with a copy of this Agreement and Amendments and Salary Schedules within thirty (30) days after the date of the signing of this Agreement; new employees will be provided with a copy of this Agreement at the time of hire.
- 2.6 The Town will provide a bulletin board or adequate space on existing bulletin boards or other space for use by the Union in each building where a Union employee works.
- 2.7 Neither the Town nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate applicable laws because of race, creed, color, disability, national origin, gender, age, or sexual orientation.  
  
Whenever the male gender is used in this Agreement, it shall be construed to include equally both male and female employees.
- 2.8 The Town shall provide to the Union once yearly, not later than September 1, a list of all employees covered by this Agreement, their salary, classification and starting date.
- 2.9 The Union President and MEU Vice-President shall receive notification of each new bargaining unit employee, including classification and salary, thirty (30) days following the date of hire.
- 2.10 The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving a written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the

amount deducted during the period covered by the remittance.

### **ARTICLE III - SENIORITY**

- 3.0 New salaried employees shall service a probationary period of one hundred eighty (180) days except for Public Safety Dispatchers and Police Service Aides who shall serve a probationary period of eighteen (18) months. New salaried employees including Public Safety Dispatchers and Police Service Aides may have their probationary period extended, not to exceed an additional ninety (90) days, provided that such employee is informed a writing of said extension at least ten (10) workdays prior to the end of the normal probationary period. The probationary period required represents a total cumulative service time, and days may be adjusted upwards so as to properly allow for any authorized leaves of absence or breaks in service. However, should any such leave of absence or break in service be greater than two (2) months, the Town may require that the entire probationary period be restarted at the time the employee returns to work. Persons in probationary status shall be subject to all provisions of this Agreement except that terminations and other disciplinary actions during the period of probation for initial employment with the Town shall only be subject to the grievance procedure up to and including the second step and the leave provisions of Articles VII and VIII shall not apply until the completion of the probationary period. There shall be no seniority among initial probationary employees. Upon successful completion of the probationary period, the date for computing vacation and sick time due shall be retroactive to the date of employment, less any adjustments.

All employees promoted shall serve a probationary period as defined above. The Town in its sole discretion may during the period of said probation return a probationary employee to the position which they last held. Promoted employees shall in other matters as allowed for in Article XI herein have access to the grievance procedure during their probationary period.

- 3.1 A. A Department Head, or the appointing authority may, with the approval of the General Manager, lay off an employee whenever it is necessary by reason of shortage of work or funds, the abolition of the position, material change in the duties or organization of the department or agency, or for other related reasons which are outside the employer's control and which do not reflect discredit on the service of the employee; and when it is impractical, impossible, or not in the best interest of the public service to meet the situation by transferring the employee as outline in the Provisions of Transfer, Article III, Section 3.2 of this Agreement.
- B. If it is determined that layoffs are necessary, employees will be laid off in the following order:

- 1) Temporary employees in the affected department.
- 2) In the event of further reductions in force, employees in the affected division will be laid off from the affected classification in accordance with their seniority as follows:
  - a) The employee(s) with the least seniority in the affected classification within the division first, etc.
  - b) Whenever an employee is scheduled to be laid off pursuant to Section 3.1.A(2)(a) above, and is in a classification entitled Clerical Assistant, Account Associate, Environmental Control Assistant, Administrative Secretary, Assessment Information Specialist, Senior Accountant Associate, Senior Administrative Secretary, and Building Technician, he shall be entitled to replace the employee with the least seniority in the next lower classification within the division listed herein as long as the employee doing the bumping has the ability to perform the work available without further training, excluding division specific work procedures. The Town shall make an attempt to place laid off employees in other classifications in the Unit in a vacant, funded position within the Unit, should one be available at the time of layoff and should the employee have the ability to perform the work available without further training, excluding division-specific work procedures.
- 3) Employees who are laid off shall be placed on a recall list for a period of one (1) year. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order to their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled without further training. Employees eligible to be recalled shall be notified by the Town by certified letter sent to the last address of record on file in the Town's Finance Department. The employee shall have ten (10) days from receipt of the letter to notify the Town in writing of his intent to resume employment with the Town and thirty (30) days from receipt of said letter to commence reemployment. Failure of the employee to respond within the stated time limit shall relieve the Town of any further obligation under this Contract.
- 4) Whenever an employee is laid off for reasons stated above, he shall, at his request, be furnished a letter of recommendation reflecting the reasons for layoff. Such letter shall be signed by the

Division Head.

3.2 The Provisions of Transfer procedure shall be as follows:

- A. When the General Manager, or his designated agent, may deem it to be to the benefit of the Town service, he shall authorize the transfer of an employee from one department to another. This may be initiated at the request of the employee, the head of the department to which he is being transferred, or the head of the department from which he is being transferred.
- B. This procedure should be used primarily to provide an employee of high ability with an opportunity to obtain a broader range of experience than would be otherwise available, and to enable the public service to make the fullest use of an employee's capabilities.
- C. Transfer may also be used as an alternative to laying off an employee or employees in periods of a reduction of the workload of one department when there is a corresponding increase in the workload of another department. In utilizing the transfer procedure, consideration should be given to the wishes of the employee, or employees concerned, and such wishes shall be used as guidelines, insofar as practical. If such transfer does not prove workable for the employee, the employee may notify the General Manager or his designated representative within sixty (60) days of said transfer and his name shall be placed on a preferential transfer list for vacancies in the same or similar classification. In the case of a voluntary transfer through the promotional process, an employee may opt to return to their prior position within twenty (20) working days of said transfer, provided the position has not been filled.

3.3 All vacancies and new positions shall be posted on Town department bulletin boards for a period of ten (10) workdays. The Town may do outside advertising concurrent with the posting, but the Town shall not fill the vacancy prior to the conclusion of the posting period. Employees wishing to apply for such vacancy, either as a promotion or transfer, shall submit an application to the Human Resources Department. Permanent positions shall be filled by means of competitive examinations and in accordance with the Town's Personnel Rules.

#### **ARTICLE IV - NO LOCKOUT, NO STRIKE**

4.0 During the life of this Agreement, neither the Union or any officers, agents or employees will instigate, promote, sponsor, engage in or condone any strike (including sympathy strikes), slowdown, or any concerted stoppage of work regardless of the reason for so doing.

- 4.1 During the term of this Agreement, the Town will not instigate a lockout over a dispute with the Union so long as there is no breach of the previous section of this Article.

#### **ARTICLE V - HOURS OF WORK, OVERTIME AND HOLIDAY PAY**

- 5.0 The regular hours of employment for salaried employees shall be thirty-seven and one-half hours (37½) per week, divided equally over five (5) workdays of seven and one-half (7½) consecutive hours each Monday through Friday. The regular workday for salaried employees shall be between 8:00 a.m. and 5:00 p.m., as scheduled by the Town with not more than a one (1) hour lunch period included, except that the Assistant Building Officials and Neighborhood Inspection Officer in the Building Inspection Division, may be scheduled to work at the Town's discretion between the hours of 8:00 a.m. and 8:00 p.m., one (1) day per week. If there is a conflict in work schedules within a division amongst employees in the same classification performing similar tasks, then employees shall work said schedule on a rotating basis according to seniority with the Town. Exceptions to the provisions stated above are as follows:
- A. Engineering classifications shall work an eight (8) hour day starting at 8:00 A.M. to 4:30 P.M. with a one-half (½) hour lunch period.
  - B. All permanent part-time salaried employees.
  - C. Other employees whose schedule demands differ from the above.
  - D. Regular hours for Police Dispatchers shall be:
    - 1. Forty (40) hours per week divided equally over five (5) working days of eight (8) consecutive hours. A schedule shall be posted not later than thirty (30) days prior to completion of the old schedule, and run for a period of one (1) year in advance.
    - 2. A work period shall consist of four (4) consecutive weeks; starting at 12:00 Midnight to 8:00 A.M.; 8:00 A.M. to 4:00 P.M.; 4:00 P.M. to 12:00 Midnight; 11:00 P.M. to 7:00 A.M.; 7:00 A.M. to 3:00 P.M. and 3:00 P.M. to 11:00 P.M. All twenty-eight (28) day working periods shall commence on Sunday at 12:00 Midnight and conclude four (4) calendar weeks later at 12:00 Midnight on Saturday.
    - 3. The Dispatchers' two (2) consecutive days off shall advance two (2) calendar days per working period.

4. Annually, the Police Chief, or his designee, shall have prepared and posted in an appropriate place a schedule of hours. The schedule shall be posted eight (8) weeks in advance of the time it is to be in effect. Employees within two (2) weeks of the posting of the annual schedule may request in writing to the Chief of Police or his designee that their shift be swapped. The Chief of Police, or his designee, shall promptly respond to said request and shall post a revised schedule if necessary no later than four (4) weeks in advance of the time it is to be in effect.
5. Once a permanent schedule has been posted, no changes shall normally be made unless mutually agreed upon by all affected personnel. In the event that two or more Dispatchers are not available for work at the same time due to termination, resignation, retirement or long-term illness or leave, the Town may make changes in the schedule. Prior to making revisions in the schedule, the Town shall discuss said revisions with the Union and affected employees. The revised schedule shall be in effect until the vacancies are filled or the employee(s) return to work.
6. Schedule to be effective, as provided, attached to this Contract. (See Appendix A).
7. Dispatchers, effective January 1, 1999, shall be eligible to receive one (1) paid day per year on demand, provided that the taking of said day does not create a double-time situation for overtime and furthermore that only one (1) paid day on demand can be taken per shift.

E. Coffee Break Policy:

1. Coffee breaks shall normally be taken in the building where the employee is assigned to work.
2. Employees who do not take coffee breaks shall not be able to leave work early either at lunch time or at the end of the day in lieu of the break.
3. Employees, at the discretion of the Department/Division Head, may not take more than a total of twenty (20) minutes per workday for work break(s).
4. For outside crews, the policy shall be a fifteen-minute coffee break in the morning and the ability to stop for coffee or soda in the afternoon and to take the beverage and consume it on the way to the next assignment. Employees shall not stop and eat or drink

in a restaurant during the afternoon break.

5. Employees who are not working on outside crews shall generally take their coffee breaks on Town property and shall not be allowed to do personal business off the premises during the break.

F. Police Service Aides:

1. Forty hours per week, eight (8) hours per day, five (5) consecutive days per week, with two (2) consecutive days off at the end of each forty (40) hour work week.
2. A work period shall consist of four (4) consecutive work weeks. The Department shall maintain six (6) such working periods, viz. 8:00 A.M. - 4:00 P.M.; 4:00 P.M. - 12:00 Midnight; 12:00 Midnight - 8:00 A.M.; 7:00 A.M. - 3:00 P.M.; 3:00 P.M. - 11:00 P.M.; 11:00 P.M. - 7:00 A.M.
3. Each employee will normally be assigned to one of the above shifts for four (4) consecutive work weeks. Two weeks prior to the end of such shift, the employee will be notified of any shift change except that, during the probationary period, schedules may be changed for training purposes without two weeks' notice. The normal schedule may be changed, at the Chiefs discretion. Further, the parties agree that the above schedule is subject to change with 30 days advance notice to the Union.
4. Each employee's two (2) consecutive days' off shall advance one (1) calendar day per working period. Not more than one (1) employee shall have time off at any one time.
5. All twenty-eight (28) day working day periods shall commence on Sunday at 12:01 A.M. and conclude four (4) calendar weeks later at 12:00 Midnight on Saturday.

G. Landfill Clerical Employees:

Landfill clerical employees work a forty (40) hour work week Monday through Saturday scheduled as follows:

Clerk #1, Week #1

Monday - 9.25 hours

Tuesday, Wednesday, Thursday - 7.75 hours

Friday - 7.50 hours

Saturday - Off

Clerk #1, Week #2

Monday - Off

Tuesday, Wednesday, Thursday - 7.75 hours

Friday - 7.50 hours

Saturday - 9.25 hours

Clerk #2, Week #1

Monday - Off

Tuesday, Wednesday, Thursday - 7.75 hours

Friday - 7.50 hours

Saturday - 9.25 hours

Clerk #2, Week #2

Monday - 9.25 hours

Tuesday, Wednesday, Thursday - 7.75 hours

Friday - 7.50 hours

Saturday - Off

H. Records Division of Police Department:

Employees hired on or after December 10, 2002, who work in the Records Division of the Manchester Police Department may be assigned to a flexible schedule, which includes some evening and weekend hours. Evening and weekend hours not covered by such newly hired employees may be covered through employment of part-time staff or offering overtime to current employees.

5.1 Time and one-half (1½) shall be paid for:

- A. All work performed in excess of the normal workday.
- B. All work performed on Saturday, as the sixth (6<sup>th</sup>) working day. The overtime rate specified for Saturday work shall not be paid to employees who are regularly scheduled to work on Saturdays. These employees shall be paid time and one-half (1½) for all work performed on the sixth (6<sup>th</sup>) day of their regular workweek.
- C. Permanent part-time employees must work a seven and one-half (7½) hour day or work thirty-seven and one-half (37½) hours a week before overtime is paid, or work an eight (8) hour day or work forty (40) hours a week, when similar classifications work said hours.

5.2 Double time shall be paid for:

- A. All work performed on Sunday, as the seventh (7<sup>th</sup>) working day. The overtime rate specified for Sunday work shall not be paid to employees

who are regularly scheduled to work on Sundays. These employees shall be paid double (2) time for all work performed on the seventh (7<sup>th</sup>) day of their regular workweek.

- B. All work performed on Holidays listed in Article VI, plus holiday pay, except personnel working other than a Monday to Friday workweek.

For the purposes of Sections 5.1 and 5.2, compensatory time off may be granted in lieu of overtime payment in accordance with applicable State and Federal laws.

- 5.3 Employees, called in for work outside of their regularly scheduled working hours, shall be paid each time they are called, except when called within four (4) hours from the start of any previous call-out, a minimum of four (4) hours at time and one-half (1½) their rate of pay if called in Monday through Saturday and double their rate of pay if called for Sundays and holidays plus holiday pay. For employees on a Tuesday through Saturday schedule, Monday shall be considered Sunday for the purposes of the above.
- 5.4
  - A. Full-time employees shall be given preference on all overtime assignments. Temporary employees shall not work such overtime assignments unless full-time employees are not available.
  - B. All overtime work shall be divided equally among employees within the division, as is practical, taking into consideration the amount of overtime available in the division, the task to be performed, the qualifications required, the ability to provide training in specific assignments, and the time frame in which the work must be completed.
  - C. Employees, who do not avail themselves of the opportunity to work overtime when personally contacted, shall be credited with the scheduled overtime on the departmental overtime record, as though they had worked.
  - D. Part-time employees are not to be used to do work normally done by full-time employees unless there are no full-time employees available.
- 5.5
  - A. In the event that a Dispatch position is vacant and overtime is available, Dispatchers will be called to fill the overtime. All Dispatchers will make themselves available to fill overtime assignments. A Police Officer shall not be used to fill any overtime positions in Dispatch unless it is an emergency situation as determined by the Chief of Police or his designee. Compensation for overtime assignments shall be time and one-half (1½) unless the duty falls on the seventh (7<sup>th</sup>) day of the Dispatcher's schedule, in which case he shall receive double time. Every effort shall be made to avoid sixteen (16) hour shifts when on-duty personnel are used from other shifts by splitting the eight (8) hours between two (2) Dispatchers for four (4) hours each. The order of call-up shall be as follows:

1. A Dispatcher off duty, same shift.
  2. A Dispatcher off duty, other shifts.
  3. A Dispatcher on duty, other shifts.
  4. Mandated overtime based on inverse seniority.
- B. Dispatchers, who are required to attend a State, Municipal or Federal Court, to meet with officials or testify for any purpose connected with his duties while he is off duty, shall receive a minimum of four (4) hours' pay at time and one-half (1½).

## **ARTICLE VI - HOLIDAYS**

6.0 The following holidays shall be observed as days off with full pay:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday	Veterans' Day
Washington's Birthday	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	

The Town, at its discretion, retains the right to substitute a floating holiday on a date of its choosing in lieu of the traditional date for celebrating Lincoln's Birthday, provided the Town notifies the Union of the substitute holiday not later than December 31<sup>st</sup> for the following calendar year.

6.1 Holidays shall be celebrated in accordance with Section 1-4 of the Connecticut General Statutes.

Dispatchers shall observe all holidays on the traditional day of the holiday.

In accordance with Section 6.0 above, Landfill clerical employees are entitled to thirteen (13) days per year of holiday time. At this time the Landfill is open on seven (7) of those thirteen (13) scheduled holidays, and it will be necessary for Landfill clerical employees to work on those days. Since the Landfill operations are scheduled Monday through Saturday, holidays which occur on a Saturday are observed on that day and not on the previous day. If a holiday occurs on a Sunday, the holiday will be observed on the following Monday. The following rules will apply for holidays for these employees:

1. If the Landfill is closed on a scheduled holiday which falls on any employees normally scheduled work day, the employee will be paid holiday pay equal to the number of hours the employee was scheduled to work that day and have the day off.
  2. If the Landfill is closed on a scheduled holiday and an employee is scheduled to be off on that day, the employee will not be charged for a holiday and will have a number of hours equal to the normally scheduled work day of holiday pay to be taken at a later time.
  3. If the Landfill is open on a scheduled holiday and an employee is scheduled to be off on that day, the employee will not be charged for a holiday and will have a number of hours equal to the normally scheduled work day of holiday pay to be taken at a later time. The employee who works on the scheduled holiday will be paid double time plus holiday pay equal to the number of hours the employee is scheduled to work.
  4. If the Landfill is open on a scheduled holiday and both employees are scheduled to work on that day, one employee will take the day off and be charged for the number of hours he/she was scheduled to work as holiday pay. The employee who is working will be paid double time for the day plus holiday pay equal to the number of hours the employee is scheduled to work. The two employees assigned to the Landfill will alternate their schedules so that each will work or be off an approximately equal amount of time each calendar year.
- 6.2 Whenever any of these holidays shall occur while an employee is out on paid sick leave, the holiday will not be charged to his accrued sick time.
- 6.3 Whenever any of these holidays shall occur while an employee is on paid vacation, the holiday shall not be charged to his vacation time.
- 6.4 Any permanent part-time employee who has been appointed from an employment or reemployment list shall be granted time off with pay for any legal holiday granted to full-time employees, provided:
- A. The holiday falls, or is observed, on a day when he would normally have been scheduled to work.
  - B. The pay he receives shall be for the number of hours he would have been scheduled to work.
- 6.5 Holiday pay for Dispatchers shall be paid as follows:
- A. Dispatchers, who are scheduled off on a holiday, will receive eight (8) hours' compensatory time, presently known as a paid day.

- B. Dispatchers, who are scheduled to work on a holiday, receive a day's pay, eight (8) hours' compensatory time, presently known as a paid day, plus eight (8) hours' compensatory time presently known as holiday time.

## **ARTICLE VII - VACATIONS**

7.0 Eligible employees shall be entitled to vacations with full pay on the following basis:

- A. An employee with less than one (1) year of service shall accrue vacation on a monthly basis at the rate of ten (10) workdays annually. No vacation leave shall be authorized in the first ninety (90) days of employment.
- B. An employee, who has completed one (1) year of service through completion of their fifth (5<sup>th</sup>) year of service, shall accrue vacation on a monthly basis at the rate of ten (10) workdays annually.
- C. An employee, at the commencement of his sixth (6<sup>th</sup>) year of service, shall accrue vacation on a monthly basis at the rate of fifteen (15) workdays annually.
- D. An employee, at the commencement of his seventh (7<sup>th</sup>) year of service, shall accrue vacation on a monthly basis at the rate of sixteen (16) workdays annually and shall thereafter increase the rate by one (1) additional vacation day for each two (2) years of service until his fifteenth (15<sup>th</sup>) year of service, at which time he shall accrue vacation on a monthly basis at the rate of twenty (20) workdays annually.
- E. An employee, at the commencement of his twenty-first (21<sup>st</sup>) year of service, shall accrue vacation on a monthly basis at the rate of twenty-one (21) workdays annually and shall thereafter increase the rate by one (1) additional vacation day for each year of service until his twenty-fifth (25) year of service, at which time he shall accrue vacation on a monthly basis at the rate of twenty-five (25) workdays annually.

7.1 The anniversary of the employees' date of hire shall be used to determine the amount of vacation time due pursuant to Section 7.0a. The calendar year shall be used for the purpose of determining the period in which the employee must use earned vacation time. Employees must take all vacation time earned during the year following the date on which it is earned. Earned vacation time may be carried over from one vacation year to the next only when authorized in writing by the General Manager.

7.2 Vacation days may be taken consecutively or otherwise, but the time for taking

them must be by mutual agreement between the Department Head and the employee.

- 7.3 The Department Head shall annually, on or before April 1, request from each employee their vacation choice. These vacation choices should be submitted no later than April 30. Any employee failing to submit his vacation choice by April 30 will forfeit vacation choice seniority for that year. The department shall compile the choices of the members and post a copy of the vacation schedule showing the employees' names and the vacation periods allocated, not later than May 10.
- 7.4 Whenever there is a conflict between employees in requested vacation dates, the Department Head will give preference to employees according to length of service with the Town for vacation days applied for in conformance with Section 7.3 herein.
- 7.5 An employee hired prior to July 1, 2004, upon termination of his services with the Town, shall be entitled to full pay for any vacation time due him, including pro-rata time to date of termination. In the event of an eligible employee's death, such payment shall be made to his spouse and/or children. If the employee has neither a spouse nor children, the payment shall be made to the beneficiary as declared and on record for the Town of Manchester Supplemental Pension Plan purposes.
- Payments for unused vacation will be made in three equal installments over a period of three fiscal years (year of termination and subsequent two years) if the gross amount exceeds ten thousand dollars (\$10,000). Payouts of less than ten thousand dollars (\$10,000) will be made at the time of termination.
- An employee hired on or after July 1, 2004 shall not be eligible for any payout of vacation time.
- 7.6 In the event of illness during an employee's vacation period, the employee shall be given an option of charging the sick days to his sick leave, providing a doctor's certificate verifies the illness.

#### **ARTICLE VIII - LEAVE PROVISIONS**

- 8.0 Accumulated sick leave is a benefit to the employee and shall only be utilized in the event of a personal illness or serious or disabling injury or illness. The Town provides no long-term disability insurance for its employees beyond the provisions of the Workers' Compensation Act. It is therefore crucial that employees conserve as much of their sick leave accrual as possible in order to ensure against future need.

The Town reserves the right to discipline employees whose utilization of sick leave is not in accordance with the terms of this Agreement. Evidence of misuse of sick leave includes, but is not limited to: Patterns of sick leave use in conjunction with the employees' scheduled days off; use of sick days immediately preceding or following holidays; and use of sick days in conjunction with vacations or other approved leaves of absence. Employees are required to utilize sick leave in accordance with the provisions contained herein for a personal illness or a serious or disabling personal illness or injury, except use of said leave is not allowed where the injury or illness is sustained in the employment of another employer or which is traceable to such employment. Employees must notify their Department/Division Head or designated supervisor no later than thirty (30) minutes after the start of the day, unless it is absolutely impossible to do so.

A permanent employee shall accrue sick leave with pay of one and one-quarter (1¼) days for each full month of employment with no limit to the amount of unused sick leave that can be accumulated to be reduced to one (1) day for each full month of employment for employee hired after July 1, 1996.

To verify proper use of sick leave, employees shall be required to provide the Town with an acceptable medical certificate on a prescribed form and signed by a licensed physician or other practitioner whose method of healing is recognized by the State of Connecticut in the following circumstances:

- to support a request for sick leave during annual vacation;
- for a period of absence in excess of five (5) consecutive working days;
- for any duration of absence from duty recurring frequently or habitually, provided that the employee has been previously notified in writing that such a certificate may be required;
- to support a request for sick leave on a day which the employee had previously requested to use vacation or personal leave time and the request had been denied.

If evidence of possible sick leave misuse as defined above exists, the Town may require a doctor's certificate for any use of sick leave in excess of five (5) days per calendar year.

The requirement for a doctor's note shall be reviewed in writing twelve (12) months from the date the requirement commenced and every twelve (12) months thereafter. If a pattern as defined above no longer exists at time of review, then the requirement shall be rescinded.

8.1 Sick Leave Payouts on Retirement or Other Separation:

A. Employees Hired Prior to June 1, 1996:

1. Upon retirement, as defined by the Town of Manchester Supplemental Pension Plan, the employee shall receive on the basis of his current wages full compensation for any of his unused, accumulated sick leave up to one hundred five (105) days.
2. In the event of an employee's death, his spouse and/or children shall receive, on the basis of the employee's current wages, full compensation for any of the employee's unused, accumulated sick leave. If the employee has neither a spouse nor children, the payment shall be made to the beneficiary as declared and on record for Town of Manchester Supplemental Pension Plan purposes.
- 3.. In the event that an employee leaves the Town employ, other than by being discharged for just cause, he shall receive, on the basis of his current wages, full compensation for any of his unused, accumulated sick leave up to forty-five (45) days, provided the employee has given a two-week's written notice to his Department/Division Head.

B. Employees Hired On or After June 1, 1996 and Prior to December 29, 1998:

1. An employee upon retirement, as defined by the Town of Manchester Supplemental Pension Plan, shall receive on the basis of an average of his base pay for the last three (3) years, full compensation for any of his unused, accumulated sick leave up to eighty (80) days.
2. In the event of an employee's death, his spouse and/or children shall receive, on the basis of an average of his pay for up to the employee's last three (3) years, depending on actual length of service, full compensation for any of the employee's unused, accumulated sick leave. If the employee has neither a spouse nor children, the payment shall be made to the beneficiary as declared and on record for Town of Manchester Supplemental Pension Plan purposes.
3. In the event the employee leaves the Town employ other than by being discharged for just cause, he shall receive, on the basis of an average pay for the last three (3) years of employment, full compensation for any of his unused, accumulated sick leave up to forty-five (45) days, provided the employee has given at least two

(2) weeks written notice to the Department Head.

C. Employees Hired On or After December 29, 1998 and Prior to July 1, 2004:

1. An employee who retires from the Town service in accordance with the provisions of the Town's Pension Plan, shall be eligible to receive on the basis of an average of their base pay for the last three (3) years compensation for any of their unused, accumulated sick leave up to sixty (60) days, provided the employee has given a two (2) week written notice to the Department Head.
2. In the event of an employee's death, his spouse, and/or children, shall receive, payment for any of the employee's unused, accumulated sick leave in the amount the employee would have received had he/she actually retired from the Town. If the employee has neither a spouse nor children, the payment shall be made to the beneficiary as declared and on record for Town of Manchester Supplemental Pension Plan purposes.
3. Employees who resign with ten (10) or more years of Town service shall be eligible to receive on the basis of an average of their base pay for the last three (3) years compensation for any of their unused, accumulated sick leave up to thirty (30) days provided the employee has given a two (2) week written notice to the Department Head.
4. There shall be no payout for unused, accumulated sick leave for any employee who is discharged, or who resigns with less than ten (10) years of Town service.

D. There shall be no payout of sick leave under any circumstances for employees hired on or July 1, 2004.

E. Any payouts for sick leave due under this Section 8.1 will be made in three equal installments over a period of three fiscal years (year of retirement and subsequent two years) if the gross amount exceeds ten thousand dollars (\$10,000). Payouts of less than ten thousand dollars (\$10,000) will be made at the time of retirement or separation.

8.2 The General Manager, in his sole discretion, may grant additional consecutive sick leave with pay in exceptional cases. This shall not exceed eight (8) days for each year of consecutive service with the Town. Requests for such additional sick leave shall be submitted in writing to the employee's Department Head, who shall transmit it with a written recommendation to the General Manager. Additional sick leave with pay, if granted by the Town, shall be deducted from future

accumulated sick leave at the rate of eight (8) days per year. Said deduction shall begin after the employee has earned seven (7) days of sick time per year, and this method of reimbursement shall continue until the deficit is exhausted. Employees, who have been granted additional sick time prior to the signing of this Contract, shall have the option of paying back the time owed in one (1) payment out of their unused, accumulated sick time or may pay back according to the system described above. Affected employees shall notify the Town, in writing, of the method they prefer to payback the time within thirty (30) days after the Contract is signed. Employees granted days off under this Section, who have not reimbursed the Town for said days, shall have the outstanding balance deducted from any future requests for additional sick leave or from any pay-out of vacation and/or sick leave due at the time of resignation or retirement. Employees who are not eligible for payout of vacation and/or sick leave shall have the value of the unreimbursed days deducted from their final pay and/or payments shall be made by the employee directly to the Town on a mutually agreed schedule.

- 8.3 Each employee shall be granted special leave with full pay for the following reasons:
- A. An employee, on leave due to injuries or other disability sustained in the performance of his assigned duties in the public service, shall not be charged with any sick time while recovering from such injuries or disability. An employee who is out on leave with pay for reasons of having been injured in the line of duty shall not suffer loss of pay. The amount that the employee receives from Workers' Compensation shall be deducted from his regular biweekly paycheck. This benefit shall continue for a maximum of one (1) year for each occurrence.
  - B. A maximum of not more than fifteen (15) hours per year for medical, dental, or eye examinations or treatment, for which arrangements cannot be made outside of regular working hours, shall be allowed. Employees may be required by their Department and/or Division Head to provide documentation from the doctor concerning the date, time, and length of the appointment prior to or after the leave being granted. In medical emergencies, the above mentioned documentation may be requested after completion of the doctor's appointment. Time off granted under this Section in excess of the fifteen (15) hours shall be charged to the employee's sick leave. Employees hired on or after December 29, 1998, shall be eligible to be granted a maximum of seven and one-half (7½) hours per year, rather than the fifteen (15) hours stated herein.
  - C. In the event of death in the immediate family, or the immediate family of his or her spouse, not more than three (3) working days' leave with pay shall be granted commencing from the day of death through the day of funeral inclusive. Immediate family, for purposes of this clause, is defined as parents, grandparents, spouse, brother, sister, child, stepchild,

grandchild, son-in-law, daughter-in-law, and also any relation who is domiciled in the employee's household.

- D. Permanent and permanent part-time employees may be granted leave of absence with pay in the event of a critical illness or injury to a spouse or child creating an emergency which requires the attendance of the employee providing that the emergency occurs during working hours or between the hours when the employee's shift ends and the beginning of the shift so long as there are no days off during that period or during the sixteen (16) hours immediately preceding the start of a scheduled workday if the preceding day is a day off. The length of leave shall not exceed the duration of the workday in which the critical illness or injury took place or one (1) workday if the critical injury or illness occurs prior to the start of the workday. This leave may not be used to accompany a spouse or child to a medical appointment including an operation which is scheduled in advance.
- E. Because of a demand which is made for the employee by another governmental agency or as a result of jury duty. Such employees shall receive that portion of their regular salary which will, together with their jury pay or fees, equal their total salary for the same period.
- F. One (1) day off for attendance at weddings in the employee's immediate family as defined in Section 8.3.C, including the employee if the wedding is held on a day which the employee is assigned to work.
- G. Any personal emergency reason stated in writing to the Department Head, Division Head, or General Manager.
- H. To attend professional conferences or take courses of study which the General Manager determines will contribute to, or increase the employee's knowledge with regard to the betterment of the public service.
- I. Union officials, or their designee, shall be allowed an aggregate of twenty (20) days per fiscal year to attend official Union conventions and conferences.
- J. Each employee shall be granted necessary time, not to exceed in the aggregate, a total of four (4) hours per occasion, not to exceed three (3) days per calendar year, to fulfill the obligation of going to, attending and returning from funerals of persons other than those covered under 8.3.C. If the employee exceeds the four (4) hours permitted, the time will be charged to sick leave.
- K. Employees may make a request for up to one (1) day's personal business leave of absence with pay directly to his Department or Division Head. A

Department or Division Head may grant such leave at his discretion. No such leave shall be granted in excess of three (3) days in any one (1) calendar year. Employees with less than one (1) full year of employment shall be eligible to receive time off under this Section on a prorated basis of one (1) day for each four (4) complete months of service. Personal business is defined as business that cannot be conducted at a time not in conflict with the employee's regular workday, an emergency over which he has no control which requires immediate attention and the observance of a religious holiday.

- 8.4 The following leaves shall be charged to sick leave:
- A. All medical, dental or eye examinations scheduled during working hours after an aggregate of fifteen (15) hours per year is utilized pursuant to Section 8.3.B.
  - B. When an employee's presence will expose others to contagious disease.
  - C. If quarantined because of contagious disease of another.
  - D. Up to five (5) days paternity leave to be taken within three (3) weeks of the date the child arrives at the employee's home.
- 8.5 Leaves of absence without pay may be granted on the recommendation of the Department Head, with the approval of the General Manager, for a period not to exceed one (1) year. Requests for such leave shall be made in writing to the Department Head and shall include a statement of the reasons therefore and of the length of leave requested.
- 8.6 During the period of a leave without pay, except for military leave to meet Reserve or National Guard obligations, the employee shall not be credited for length of service and not be credited with time for purposes of meeting the requirements of Article III, Seniority, accruing sick leave nor accruing vacation time.
- 8.7 With the approval of the General Manager, a Department Head may reinstate an employee from a leave of absence without pay to the position formerly held by him, if it is vacant. If the position is not vacant, he may be reemployed in any position of a comparable nature that is vacant. If no such position is vacant or exists, he may, at his discretion, be placed on the reemployment list or placed in a position of a lower grade, provided such a position is vacant, until a position of his former grade becomes available.
- 8.8 Any employee, who is on leave of absence without pay, shall not be paid for any holiday or sick leave during the period of absence. Any vacation time due an employee at the time of taking a leave of absence without pay may be paid at that

time. Authorized leaves of absence for one (1) month or less will not be used as a basis of reducing employee's benefits.

8.9 Employees shall be granted leave with pay for participation in short term military training in the Federal Reserves or National Guard. In case the employee receives any pay, the employee's Town salary shall be reduced by that amount for the duration of the leave. The period of absence in any calendar year shall not exceed thirty (30) days.

- A. No employee shall lose any seniority because of any military service, including service in the National Guard or organized Reserves.
- B. On return from military service, an employee shall be reinstated in his former job, or one of like rank and pay including any increase granted during his absence on military service, provided that he reports for duty within ninety (90) days of his discharge from military service. This provision shall not apply in the event the employee re-enlists or voluntarily extends his tour of duty.
- C. The employee will be given credit for time spent in military service for retirement purposes and payment of the employee's assessment to the retirement fund will be made by the Town.

8.10 Employee's accumulation of sick leave, upon leaving for military service, or leave without pay, shall be retained to his credit when he returns.

8.11 Employees, who are expectant mothers, shall report to the Town Health Director before the seventh (7<sup>th</sup>) month of pregnancy. The Health Director or the Town's designated medical physician in cooperation with the personal physician of the expectant mother, shall determine the proper time for the employee to stop work. Should the employee desire to leave work earlier than the date determined by the Health Director and the employee's physician, then the individual shall be required to request vacation or leave without pay. At the time the employee meets with the Health Director, she must provide a certificate from her physician stating that she is under care and able to perform her work duties. Employees in good standing, who comply with the provisions of this Section, may resign or take maternity leave as provided below:

- A. An employee, who wishes to return to her same position, must so notify the Department Head in writing, prior to the last scheduled workday. An employee on maternity leave of absence is eligible to use paid sick leave in accordance with the sick leave provisions of this Agreement for that period of time, not to exceed ninety (90) days, which the individual's doctor certifies that the employee is medically incapable of performing the duties of the position. When any unused, accumulated sick leave is exhausted and the employee is still medically unable to return to work, the

employee will be carried on leave of absence without pay for the balance of the maternity leave period. Such employee shall have up to ninety (90) days from the birth of the child to return to work. Before the expiration of the leave, application may be made to the General Manager of the Town for extension of said leave. Extension shall normally only be granted as a result of medical complications of the birth. Such extension is the sole discretion of the General Manager. If the application for extension is denied or if the employee decides not to return after the 90-day period, she may request to the General Manager that she be placed on a reemployment list for a period not to exceed two (2) years. During the two-year period of time should a vacancy occur in the department where the employee last worked, and should the vacancy be in a position which the employee previously occupied, and should the employee be qualified to perform the work as required without further training, then the employee shall be offered the position, however, the employee shall not have preference over employees laid off in accordance with Article III, Section 3.1 of this Agreement.

- B. Should the employee, after electing to be placed on the reemployment list, decide to withdraw all money due her from the Town's Pension Plan, then the individual shall be considered as a new employee if and when she is reemployed. This shall include receiving the starting salary for the position, as well as receiving no credit in terms of seniority for previous time worked. Any unused, accumulated sick time paid out shall be deducted from any future available unused, accumulated sick time eligible to the employee upon retirement or termination.
  - C. Should the employee not withdraw the money in the Town Pension Fund due her and subsequently be reemployed under the provisions of this Section, then she shall receive credit for the years of service she had prior to being placed on the salary she was receiving at the time she went on the reemployment list. The individual shall receive a salary that is closest to the salary she was receiving at the time she went on the reemployment list. Any unused, accumulated sick time paid out shall be deducted from any future available, unused, accumulated sick time eligible to the employee upon retirement or termination.
- 8.12 A permanent employee who has used all available sick leave and vacation time, as well as extended sick leave, if granted, shall be eligible for medical leave without pay to be used for purposes consistent with Article VIII, Section 8.0. This leave shall be granted for a maximum of twelve (12) weeks, during which time the Town will continue to pay for the employee's medical benefits and life insurance. An employee on medical leave without pay shall not be eligible for other benefits contained within this Agreement.

An employee returning from medical leave without pay within the twelve (12)

week period shall return to the position he/she occupied when he/she began his/her leave, except if there are health restrictions that do not allow this.

Should the employee not be able to return within the time limit of the medical leave without pay, the employee may apply to the General Manager for an extension of medical leave without pay. The General Manager has the sole discretion in acting on the request for the extension, and his decision is not subject to the grievance procedure. If the extension is not granted, the employee's employment with the Town shall be considered terminated. If the extension is granted, the time of the extension shall be determined by the General Manager.

An employee shall normally be eligible to receive medical leave without pay once during his/her employment with the Town of Manchester in accordance with the provisions stated above. In exceptional cases, a permanent employee, who suffers an illness which necessitates a request for a second medical leave without pay, may request such leave from the General Manager and the General Manager shall have the sole discretion to grant such leave. His decision shall not be subject to the grievance procedure. If the medical leave without pay is not granted, the employee's employment with the Town shall be considered terminated. Should the General Manager grant the request for said leave, the General Manager shall designate the length of the leave. An employee on either an extension of medical leave without pay, or a second medical leave without pay will, upon the granting of the leave, be required to submit in a manner and time designated by the Controller, payment for the cost of medical and insurance benefits. The Controller shall have the authority to stop medical and insurance benefits if the payments are not made in the manner or time specified. An employee on the above-mentioned medical leave without pay shall not be eligible for other benefits contained within this Agreement and the Town shall have the right to hire a replacement for the employee immediately upon the granting of the leave. An employee returning from either an extension of medical leave without pay or a second medical leave without pay shall be permitted to return to the position he/she occupied when he/she began his/her leave except if there are health restrictions that do not allow this or if the Town has hired a replacement. In the event the position is filled, he/she shall be placed on a preferential hiring list for a period of two (2) years.

Employees granted leave under this Section shall not have their seniority terminated; however, the employee's seniority shall be reduced by the length of the leave.

The Town may require an employee to take a physical examination before or during any of the periods of leave provided for above. An employee returning from any of the leaves provided for above will be required to provide the Town with a medical certificate indicating he/she is able to return to work. The Town has the right to examine the results of any physical examination taken for the purposes of this Section.

- 8.13 Employees who are on authorized leave due to temporary illness or injury, which is work-connected and which is expected to last longer than ten (10) workdays, shall, in a timely manner, present to his or her physician the Temporary Limited Disability (TLD) explanation package and release form attached to this Contract as Appendix B. Employees shall request that their physician complete the release forms as soon as they are capable of performing temporary limited duty or have reached maximum medical improvement, whichever occurs earlier. The completed release form should be submitted to his supervisor as soon as possible after completion by the treating physician, and after concurrence by the Town's physician, the employee shall be required to return to a TLD assignment within their division if release for such work is indicated on the form. The nature of the assignment and duration shall be at the discretion of the supervisor, taking into consideration the temporary physical restrictions of the employee as identified by the treating physician.
- 8.14 The intent of this provision is to permit the return to work as soon as is medically possible of employees who are affected, as set forth in the above paragraph. Employees shall make every effort to encourage their treating physician to allow them to return to work at the earliest possible time. Nothing herein shall affect the Town's rights under applicable Workers' Compensation Statutes. Further, the parties understand that TLD assignments are assignments other than normal duties, and it is not the intent that said assignments are to be of a make work or permanent nature. Employees, who at any time are determined to be unable to perform the essential functions of their position on a permanent basis, shall not be eligible to receive or continue to receive a TLD assignment.
- 8.15 Employees on a TLD assignment, who would otherwise be eligible to receive Workers' Compensation payments, shall have such time on said assignment count toward eligibility to receive Supplemental Workers' Compensation payments, as provided for in Article VIII, Section 8.3.A.

## **ARTICLE IX - WAGES AND BENEFITS**

### **9.0 Wages:**

Each employee shall remain in his current wage group and his current step as revised unless a particular position or individual is reclassified. Employees shall be compensated in accordance with the attached salary schedules and the following provisions.

A. Wage increases during the term of this Agreement shall be as follows:

1. Effective July 1, 2008, for those employees on the payroll as of the effective date of this Agreement, wages shall be increased by three

percent (3.0%).

2. Effective July 1, 2009, wages shall be increased by three percent (3.0%).

3. Effective July 1, 2010, wages shall be increased by three percent (3.0%).

B. Employees hired on or after December 29, 1998, shall follow the salary schedule attached as Appendix D. All other employees in the Unit shall follow the salary schedule attached as Appendix E.

C. An employee hired/promoted shall advance to the next step in his current classification on his anniversary date of employment, unless he has failed to perform his duties satisfactorily. In the event of a promotion, the date of said promotion shall be considered their new anniversary date.

9.1 Pay for Work in a Higher Classification:

Whenever an individual is assigned after receiving necessary approvals (Personnel Activity Form) from the General Manager, or his designee, to work in a higher classification for a period exceeding one (1) week, he shall be paid in accordance with said higher classification from the effective date of the assignment. The employee shall be placed on the first step of the higher classification which grants an increase in pay. This provision does not apply when one fills in for someone on vacation. During that period of coverage, an employee will receive his regular pay for the entire period of coverage.

9.2 Training and Tuition Reimbursement:

A. The General Manager shall encourage training programs to further the competence of employees. Department Heads shall be responsible for the training of the individual employees in their departments, and may seek the advice and assistance of the General Manager, or his designated representative, as to format, materials and procedures for training.

B. Employees are encouraged to participate in suitable training programs to prepare themselves for advancement and to improve their ability to serve the public. The Town, in their sole discretion and to the extent possible, will provide training when adding new technologies to positions.

C. Any employee in the bargaining unit taking college courses which, in the sole discretion of the General Manager or his/her designee, directly relates to the employee's current assignments, shall be eligible to be reimbursed for seventy-five percent (75%) of tuition cost and books when the school and course(s) are approved in writing by the General Manager or his/her

designee in advance and the employee receives a “C” or better (“B” or better for graduate work) in such approved course(s). The determination of the General Manager or his/her designee shall not be subject to the grievance procedure. Notification of intent to take such course(s) and requests for approval must be made with enough notice, so that money can be properly budgeted. If said notice is not provided in a timely fashion, reimbursement may be delayed until the following fiscal year. Employees who leave the Town’s employ for any reason within three (3) years of being reimbursed under this Section, shall have deducted from any payout for which the employee is eligible under Article VIII, Section 8.1 A-C, the amount of reimbursement they have received under this Section. Any employee who is not eligible to receive payouts shall be required to repay all tuition reimbursement received if the employee leaves the Town’s employ for any reason other than layoff within three (3) years of being reimbursed under this Section. Authorization to deduct monies from final pay will be sought from the employee and/or payments shall be made by the employee directly to the Town on a mutually agreed schedule.

9.3 Longevity:

Employees hired prior to December 29, 1998 shall receive annual longevity pay in accordance with the following schedule:

10 - 14 years	-	\$200
15 - 19 years	-	\$300
20 or more years	-	\$500

Longevity payments shall be made in two (2) installments - May and November of each year.

Employees hired on or after December 29, 1998, shall not be eligible to receive longevity payments.

9.4 Safety Shoes:

Those employees who are required by the Town to wear safety shoes shall receive seventy-five dollars (\$75.00) per year for safety shoes. This payment will be made in February of each year to employees who have completed their probationary period. Employees receiving said reimbursement shall wear safety shoes at all times during the workday. Affected employees found not wearing safety shoes may be subject to disciplinary action.

9.5 Clothing Allowance:

Police Dispatchers, Police Service Aides and Animal Control Officers shall receive an annual clothing allowance of two hundred twenty-five dollars (\$225),

payable by separate check on or before February 1 of each year.

#### **ARTICLE X - DISCIPLINARY PROCEDURE**

- 10.0 A. The tenure of every employee shall be conditioned on good behavior and the satisfactory performance of his duties.
- B. All disciplinary actions shall be applied in a fair manner and shall not be inconsistent with the infraction for which the disciplinary action is being taken.
- C. Disciplinary actions may include:
1. A verbal warning.
  2. A confidential, written warning with Department Head's copy initialed by employee.
  3. A written warning.
  4. A suspension without pay for a period not to exceed fifteen (15) days.
  5. Demotion.
  6. Discharge.
- D. All suspensions, demotions, and discharges must be for just cause. Whenever any such action is taken, the Division or Department Head shall, at the time of suspension or discharge, furnish the employee, the General Manager and the President of the Union, in writing, a statement of the reasons for such action and the period of time for which any such suspension is to be effective.
- E. Any disciplinary action imposed upon any employee may be processed as a grievance through the grievance procedure covered under Article XI.
- F. All disciplinary records will be withdrawn from any employee's personnel file after three (3) years, provided there are no other incidents of a similar nature within the three (3) year period of time.
- G. If the employer believes he has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. The employee shall conduct himself in a reasonable fashion whenever meeting with Town officials.

#### **ARTICLE XI - GRIEVANCE PROCEDURE**

- 11.0 The purpose of this procedure is to provide a fair means of resolving disputes

arising under this agreement in an amicable manner and at the lowest level possible. Grievances arising out of matters covered by this Agreement will be processed in the following manner at the request of either party.

- A. Any employee may use this grievance procedure at every step prior to arbitration with or without Union assistance. Should any employee process a grievance through one or more of the steps provided herein prior to seeking Union aid, the Union may process the grievance from the next succeeding steps following that which the employee has utilized.
- B. No grievance settlement made as a result of an individually processed grievance shall contravene the provisions of this Agreement. The arbitrator shall be limited to the terms of the Agreement and shall not have the power to modify, amend or delete any terms or provisions of the Agreement.

#### Step One

Any employee who has a grievance shall first request a meeting with his or her immediate supervisor to discuss the matter within ten (10) working days of the occurrence. The Supervisor shall meet the grievant and the union representative within five (5) working days of the request. If the matter is not settled at the above meeting, then the grievant or union representative may reduce the grievance to writing and submit it to the Department or Division Head within ten (10) working days of the date of the matter or the meeting, whichever is later. The Department or Division Head shall use his best efforts to settle the dispute and render his decision in writing to the aggrieved employee and his representative within ten (10) working days of receipt of the grievance. The written grievance shall include:

- 1. A statement of the grievance and facts involved.
- 2. The alleged violation of the specific provision of the Agreement.
- 3. The remedy requested.

#### Step Two

If the complainant and his representative are not satisfied with the decision rendered by the Department or Division Head, the employee or his representative shall submit the grievance in writing within ten (10) working days to the General Manager. Within ten (10) working days after receiving such grievance, the General Manager shall meet with the employee, the Department or Division Head, and any other interested party for the purpose of resolving the dispute. The General Manager shall render a decision within ten (10) working days after the conclusion of the meeting. The General Manager may, in his sole discretion,

assign the responsibility for this hearing to another individual of his choice.

### Step Three

If the Union is not satisfied with the decision rendered, the Union may submit the grievance within thirty (30) working days to the Connecticut State Board of Mediation and Arbitration and the decision rendered by the Arbitrator or Arbitrators shall be final and binding upon both parties retroactive to the date of the original written grievance.

- 11.1 The Officers and/or Stewards of the Union shall be afforded the necessary amount of time, without loss of pay, for the purpose of adjusting grievances.
  - A. If, at any step of the grievance process, either of the parties related to the grievance desire to meet for the purpose of oral discussion, a meeting shall be requested and scheduled in accordance with time schedules of Steps One, Two and Three.
  - B. Time extensions beyond those stipulated in this grievance procedure may be arrived at by mutual agreement of both parties concerned in writing.
  - C. Employees and the Union shall have the right and choice of representation whenever representation is desired by either an employee or the Union.
- 11.2 The Department or Division Head and the employees under his jurisdiction, may meet for the purpose of discussing matters of mutual interest, performance of work, employee behavior, and the working conditions, with the intent to avoid the necessity for individual recourse to the formal grievance procedure and to generally promote a satisfactory relationship.
- 11.3 The four (4) members of the Union bargaining team will be allowed time off to conduct negotiations without loss of pay if they are scheduled to work during that time. If the Union President is not a member of the Municipal Employees Union, then he shall not be included as one of the four (4) members, but rather shall be an additional person allowed time off to conduct negotiations, without loss of pay, if he or she is scheduled to work during that time. No meetings of Union officials will be permitted on Town time.

## **ARTICLE XII - HEALTH**

- 12.0 The Town shall provide, free of charge to the employees, medical injections for the prevention of contagious diseases such as poison ivy, flu and tetanus, if the vaccine is available to the Town, in accordance with the requirements of the position.

### **ARTICLE XIII - INSURANCE AND PENSION**

13.0 A. Health Insurance:

The Town shall provide and pay for the following health insurance for each regular full-time employee and each regular part-time employee who works more than 25 hours per week, and his/her dependents, as provided herein:

1. For employees hired prior to December 10, 2002:
  - a. A Preferred Provider Option (“PPO”) Plan, with in-network and out-of-network options, as summarized in Appendix F. The employee shall contribute through payroll deductions, which shall be on a pretax basis as allowed by the Internal Revenue Service Code, ten percent (10%) per year of the cost of this insurance benefit.
  - b. A non-gatekeeper Point of Service (“POS”) Plan, with in-network and out-of-network options, as summarized in Appendix F. The employee shall contribute through payroll deductions, which shall be on a pretax basis as allowed by the Internal Revenue Service Code, five percent (5%) per year of the cost of this insurance benefit.
  - c. A gatekeeper Point of Service (“POS”) Plans, with in-network and out-of-network options, as summarized in Appendix F. The employee shall contribute through payroll deductions, which shall be on a pretax basis as allowed by the Internal Revenue Service Code, five percent (5%) per year of the cost of this insurance benefit.
  - d. An HMO plan, with in-network coverage only, as summarized in Appendix F. The employee shall contribute through payroll deductions, which shall be on a pretax basis as allowed by the Internal Revenue Service Code, five percent (5%) per year of the cost of this insurance benefit.
  - e. A Full Service Dental Plan. Employees hired prior to June 1, 1996, shall be eligible to receive, for themselves only, Rider A of said Plan.
2. For employees hired on or after December 10, 2002 and prior to July 1, 2004:

- a. A Preferred Provider Option (“PPO”) Plan, with in-network and out-of-network options, as summarized in Appendix F. The employee shall contribute through payroll deductions, which shall be on a pretax basis as allowed by the Internal Revenue Service Code, ten percent (10%) per year of the cost of this insurance benefit.
  - b. A non-gatekeeper Point of Service (“POS”) Plan, with in-network and out-of network options, as summarized in Appendix F. The employee shall contribute through payroll deductions, which shall be on a pretax basis as allowed by the Internal Revenue Service Code, ten percent (10%) per year of the cost of this insurance benefit plus the difference between the cost of this plan and the gatekeeper POS plan, if any.
  - c. A gatekeeper Point of Service (“POS”) Plan, with in-network and out-of network options, as summarized in Appendix F. The employee shall contribute through payroll deductions, which shall be on a pretax basis as allowed by the Internal Revenue Service Code, five percent (5%) per year of the cost of this insurance benefit.
  - d. An HMO plan, with in-network coverage only, as summarized in Appendix F. The employee shall contribute through payroll deductions, which shall be on a pretax basis as allowed by the Internal Revenue Service Code, five percent (5%) per year of the cost of this insurance benefit.
  - e. A 90/10 dental plan, which requires that the employee pay ten percent (10%) of the cost of services.
3. For employees hired on or after July 1, 2004:
- a. A non-gatekeeper Point of Service (“POS”) Plan, with in-network and out-of network options, as summarized in Appendix F. The employee shall contribute through payroll deductions, which shall be on a pretax basis as allowed by the Internal Revenue Service Code, eighteen percent (18%) per year of the cost of the insurance benefit.
  - b. A gatekeeper Point of Service (“POS”) Plan, with in-network and out-of network options, as summarized in Appendix F. The employee shall contribute through payroll deductions, which shall be on a pretax basis as allowed by the Internal Revenue Service Code, fifteen

percent (15%) per year of the cost of this insurance benefit.

- c. An HMO plan, with in-network coverage only, as summarized in Appendix F. The employee shall contribute through payroll deductions, which shall be on a pretax basis as allowed by the Internal Revenue Service Code, twelve percent (12%) per year of the cost of the insurance benefit.
- d. A 90/10 dental plan, which requires that the employee pay ten percent (10%) of the cost of services. The employee shall contribute through payroll deductions, which shall be on a pretax basis as allowed by the Internal Revenue Service Code, the same percentage contribution as the employee is paying on his/her health insurance plan.

B. Waiver of Health Insurance:

An employee may elect to waive the health insurance coverage of this Section, provided that the employee provides proof that he or she has alternative coverage. The option to waive coverage must be elected at the time of the annual open enrollment, on such form as the Town shall provide. An employee who waives coverage shall not be required to contribute toward the cost of the health insurance benefit during the period of the waiver of coverage. If an employee is eligible to re-enroll in the health insurance plan, the employee shall be required to pay the same cost sharing as other employees and, in addition, five hundred dollars (\$500) annually for that number of years the employee was not enrolled in the plan. An employee who waives health insurance coverage shall be eligible to re-enroll only as follows:

- 1) during an open enrollment; or
- 2) upon the occurrence of a qualifying event as defined by law, and submission of documentation to the Town of such qualifying event.

13.1 Group Life Insurance:

- A. The Town shall provide and pay for group life insurance in the amount of forty thousand dollars (\$40,000) and the amount an employee may purchase shall be thirty thousand dollars (\$30,000) provided that the insurance carrier allows such.
- B. The Town shall provide each member of the bargaining unit \$10,000 of Accidental Death and Dismemberment coverage, which provides an additional benefit for loss of limbs, eyes, or life due to accidental causes.

13.2 Health and Life Insurance for Part-time Employees:

Permanent part-time employees hired after June 30, 1989 who work less than twenty- five (25) hours per week shall be eligible to participate in the health insurance and life insurance plans identified in Sections 13.0 and 13.1 provided that any such employee shall pay one-half (½) of the cost of these insurances. Said payment shall be in an amount and manner as provided by the Finance Department of the Town.

13.3 Retiree Insurance:

A. Eligibility:

1. Defined Benefit Plan Participants:

Retiree medical insurance shall only be available to employees who have worked for the Town as a full-time employee for at least fifteen (15) consecutive years. (Those regular or regular part-time employees who have been employed by the Town for more than five (5) years as of July 1, 1995, shall continue under the rule which requires that they have been employed full-time for a minimum of ten (10) consecutive years in order to be eligible to receive retirees' health insurance benefits.) In addition, job-share participants, approved by the General Manager as of July 1, 1995, who are part of the Town's retirement system, shall be eligible for retirees health insurance in accordance with the provisions contained herein.

2. Defined Contribution Plan Participants:

- a. An eligible employee who was participating in the Defined Contribution Plan on or prior to June 30, 2004, will be eligible for retiree health insurance if, at the time of retirement, the employee has reached age 55 and has at least fifteen (15) years of service.
- b. Defined Contribution Plan Participants hired on or after or transferring into the Plan on or after July 1, 2004, will continue to be eligible for retiree health insurance benefits through the Rule of 80-equivalency test.

B. Health Insurance Coverage Prior to Age 65:

1. For Employees Hired Prior to July 1, 1995:

Employees hired prior to July 1, 1995 and who retire early after July 1, 1996, shall be eligible to receive retiree health benefits for themselves and their spouse of record at the time of retirement until the retiree's death, provided they pay fifty percent (50%) of the cost of the spousal benefit.

Employees hired prior to July 1, 1995, who receive a normal, special or disability pension, shall continue to be eligible to receive health benefits for themselves and their spouses of record at the time of retirement until the retiree's death. Such employees shall be required to co-pay for health insurance in the same amount as active employees at the time of their retirement.

2. For Employees Hired on or after July 1, 1995 and Prior to December 10, 2002:

Employees hired prior to December 10, 2002, who are eligible for retiree coverage and who are under 65, shall be eligible to receive for themselves and for their spouse of record at the time of retirement, the medical insurance coverage offered to active employees, and shall pay the same premium cost sharing required of active employees, except that retirees electing the PPO Plan shall pay fifty percent (50%) of the premium cost.

Employees who were within ten (10) years of retirement as of January 1, 2000, shall have their employee contributions fixed at the yearly contribution rates in effect at the time of their retirement.

Spousal coverage shall cease upon the death of the employee.

3. For Employees Hired On or After December 10, 2002:

Employees hired after December 10, 2002, who subsequently retire will be eligible for the retiree only to receive the POS Plan offered to active employees and shall pay the same premium cost sharing required of active employees.

C. Health Insurance Coverage After Retiree Reaches Age 65:

1. The Town shall provide and pay for the employee (and spouse of record at the time of retirement if the employee's hire date makes the retiree eligible for spousal coverage) supplemental Medicare coverage for those over sixty-five (65) years of age. If the retiree is eligible for spousal coverage, such Spousal coverage shall cease upon the death of the employee.

2. Employees shall contribute toward the cost of supplemental Medicare coverage the same percentage figure that they were contributing for health insurance prior to reaching age sixty-five (65). In addition, employees shall pay the differential cost for any improvements made to the supplemental Medicare coverage for that calendar year.

D. Life Insurance:

The Town shall provide life insurance in the amount of six thousand dollars (\$6,000) for the retired employee.

13.4 Change of Carrier:

All employee insurances referred to in this Article shall be those specifically named or similar benefits and co-pay arrangements provided by an alternative health insurance benefit carrier provided that the size of the service network offered must be seventy-five percent (75%) of that currently offered. The following will be excluded in determining whether a plan is similar or not: out-of-state reciprocal arrangements for routine care (non-emergencies), except that at least one plan option shall include such out-of-state reciprocal arrangements; claims processing; payment methods and plan documents definitions and language.

13.5 Disability Benefit:

Employees hired after July 1, 1986 and prior to July 1, 1996, shall be eligible to receive a forty-five dollar (\$45) per week supplement if out of work due to an illness or injury not connected to employment and if they have exhausted all available sick time. In cases of accidents, employees are eligible to receive said payments the first (1st) day after a doctor's examination, or in the case of an illness, the eighth (8th) day after a doctor's examination after meeting the requirements previously stated. The maximum length of said payment shall be thirteen (13) weeks. Employees hired prior to July 1, 1986 need not have exhausted all available sick time prior to being eligible for this benefit. Employees hired after July 1, 1996, shall not be eligible to receive the benefits stated herein.

13.6 Flexible Spending Account (FSA) Plan:

The Town shall make available to bargaining unit employees the opportunity to participate in the Town's "Flexible Spending Account Plan". This Plan allows pre-tax dollars to be set aside into an account for employees (administered by a third party) to be used toward medical or daycare expenses.

### 13.7 Pension:

Pension rights shall continue to be governed by the Town Pension Ordinance. This Agreement acknowledges that the parties have agreed to modifications of said Ordinance by the Town's Board of Directors, which modifications shall provide as follows:

#### A. Employees Hired Prior to July 1, 2004:

##### 1. Defined Benefit Plan

###### a. Sick Leave Exchange

All employees eligible for a normal retirement on or before December 31, 2010 shall have the following sick leave exchange and service time purchase opportunity:

- i. The ability to exchange fifty (50) days of accrued sick or vacation leave for which they would otherwise be paid at retirement for one year of added service for eligibility and benefit accrual purposes, and in addition, may also purchase a year of additional service for eligibility and benefit accrual purposes at the rate of thirty percent (30%) of current base salary/year.
- ii. The total service time gained through accrual exchange may not exceed three (3) years and the total gained through a combination of accrual exchange and purchase may not exceed four (4) years. Purchase of service may include transfer of funds from qualified 457 Plans (Deferred Compensation) to the Defined Benefit Plan to the extent permitted by IRS Regulations.

###### b. Contributions

Employees eligible for the Defined Benefit Plan shall contribute 5.9 percent of their pay to the Plan.

##### 2. Defined Contribution Plan:

All Defined Contribution Plan participants will have the Town and Employee contributions fixed at six percent (6%). Such employees may elect additional contributions to the extent allowed by law.

#### B. Employees Electing the Defined Contribution Plan and Employees Hired

On or After July 1, 2004:

1. Employees hired on or after September 1, 2000 and prior to July 1, 2004 had a one-time irreversible election to join the Defined Contribution Plan in lieu of the Defined Benefit Plan.
2. Employees hired on or after July 1, 2004 will be eligible for the Defined Contribution Plan only and not the Defined Benefit Plan.

#### **ARTICLE XIV - MANAGEMENT RIGHTS**

- 14.0 The Town has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it and, except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, it shall have the sole and unquestioned right, responsibility and prerogative or management of the affairs of the Town and direction of the working forces, including, but not limited to, the following:
- A. To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the Town.
  - B. To establish or continue policies, practices and procedures for the conduct of Town business and, from time to time, to change or abolish such policies, practices, or procedures.
  - C. To discontinue processes or operations or to discontinue their performance by employees.
  - D. To select and to determine the number and types of employees required to perform the Town's operations.
  - E. To employ, transfer, promote or demote employees, or to layoff, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interest of the Town or the department.
  - F. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.
  - G. To insure that incidental duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.

- H. To establish contracts or subcontracts for municipal operations, provided that this right shall not be used for the purposes or intention of undermining the Union or of discriminating against its members. All work customarily performed by the employees of the bargaining unit shall be continued to be so performed unless, in the sole judgment of the Town, it can be done more economically or expeditiously otherwise.

The above rights, responsibilities and prerogatives are inherent in the Board of Directors and the General Manager by virtue of Statutory and Charter provisions and are not subject to delegation in whole or in part. Such rights may not be subject to review or determination in any grievance or arbitration proceeding, but the manner of exercise of such rights may be subject to the grievance procedure described in this Agreement.

#### **ARTICLE XV - SAVINGS CLAUSE**

- 15.0 Should any article, section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section or portion thereof directly specified in the decision; upon issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article Section or portion thereof.
- 15.1 Failure of the Town, an employee, or the Union to insist upon compliance with any provision of this Agreement at any given time or times under any given set or sets of circumstances, shall not operate to waive or modify such provision or in any manner whatsoever to render it unenforceable, as to any other time or times, or as to any other occurrence or occurrences, whether the circumstances are, or are not, the same.

#### **ARTICLE XVI - DURATION**

- 16.0 This Agreement shall be effective July 1, 2008 except as otherwise noted herein, and shall remain in full force and effect through the thirtieth (30<sup>th</sup>) day of June, 2011.
- 16.1 In the event that the Town decides to join a regional dispatching system, this Agreement shall be reopened for the purpose of any negotiations that may be required in connection with such decision.

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties have caused their names to be signed on this

21 day of August, 2008.

WITNESS

Alie Hilkey  
Laura Bauer

**MUNICIPAL EMPLOYEES  
UNION, AFSCME LOCAL 991**

Thomas R. Stough 8-21-08  
Thomas Stough  
President

WITNESS

Dede Moore  
\_\_\_\_\_

**TOWN OF MANCHESTER**

Scott Shanley  
Scott Shanley  
General Manager

## APPENDIX A

### PUBLIC SAFETY DISPATCHER MANPOWER REQUIREMENT

#### A. 0800 - 1600 Shift

1. Four (4) dispatchers assigned to the shift.
2. Two (2) minimally required to be on duty.
3. One (1) on regular day off.
4. One (1) permitted to take time off, paid day, vacation, etc., with approval by the Chief or his designee.

#### B. 1600 - 2400 Shift

1. Four (4) dispatchers assigned to the shift.
2. Two (2) minimally required to be on duty.
3. One (1) on regular day off.
4. One (1) permitted to take time off, paid day, vacation, etc., with approval by the Chief or his designee.

#### C. 2400 - 0800 Shift

1. Four (4) dispatchers assigned to the shift.
2. Two (2) minimally required to be on duty.
3. One (1) on regular day off.
4. One (1) permitted to take time off, paid day, vacation, etc., with approval by the Chief or his designee.

- D. When the added manpower is hired and placed into the rotation to equalize the shift, the Union agrees to negotiate with the Town, a schedule that would be in the best interest to all concerned should the Town desire to change the schedule.

## **APPENDIX B**

### **TEMPORARY LIMITED DISABILITY (TLD) EXPLANATION PACKAGE**

The temporary limited duty explanation (TLD) package includes the following:

- a) Doctor's evaluation form, filled out and signed by the employee.
- b) The current job description of the employee.

The purpose of the TLD package is to provide the treating physician with correct information as to the present duties of the employee. The response of the treating physician will be evaluated; and if the physician has indicated that the employee is temporarily not able to return to his regular position but is physically able to perform temporary limited-duty assignments, he/she will be required to report for limited duty, subject to the determination of his supervisor as to the department's needs. TLD assignments shall to the extent possible be related to the type of work normally performed by the employee.

TLD assignments are temporary and will be discontinued if any of the following occur:

- (a) The treating physician returns the employee to full duty with no restrictions.
- (b) The treating physician temporarily prohibits the employee from continuing with a limited-duty assignment.
- (c) There are no longer available tasks within the Department that will accommodate the employee's capabilities and restrictions.
- (d) The treating physician indicates that the employee has reached maximum medical improvement and will not be able to return to his prior position.
- (e) An employee has been on temporary limited duty for a period of six (6) months. (The six-month period may be extended at the discretion of the General Manager or his designee.) The General Manager or his designee will be sole determinant for ruling on the extension of the six-month period.

DOCTOR'S FORM

WORK FITNESS EVALUATION

The Town of Manchester requests that the information below be completed by the attending physician pertinent to the capabilities of our employee as a result of his/her illness or injury which occurred on \_\_\_\_\_.

A description of a significant physical requirement implicit in this employee's job description is attached for your review in order to determine if

- (a) The employee can return to work with no restrictions to performance of his duties.
- (b) The employee can return to work with specific limitations as identified in the attached Doctor's Certificate.
- (c) The employee may not return to work until release from doctor's care.
- (d) Employee has reached maximum medical improvement and physical restriction preclude the employee from being able to return to his prior position.

If there are any questions on the employee's job responsibilities, please call the employee's department and speak to \_\_\_\_\_ at

\_\_\_\_\_.

(Supervisor)

DOCTOR'S CERTIFICATE FOR WORK AUTHORIZATION

Employee's name: \_\_\_\_\_

Employee's occupation/job title: \_\_\_\_\_

Physician name: \_\_\_\_\_

Date of exam/treatment: \_\_\_\_\_  
month/day/year/hour

Date of accident: \_\_\_\_\_

Nature of injury/diagnosis:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Treatment administered: \_\_\_\_\_

Medication prescribed: \_\_\_\_\_

How long have you been the treating physician: \_\_\_\_\_

Restriction on employee's activities:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

After reviewing the job description and examples of limited-duty tasks, employee can:

- (a) Return to normal duties with no restrictions:    yes   !    no   !
- (b) Can return to work and perform tasks similar to those checked on the form entitled "Examples of Limited-Duty Tasks":    yes   !    no   !
- (c) Cannot return to work performing any task until release from doctor's care:  
yes   !    no   !
- (d) Date employee can return to limited-duty work: \_\_\_\_\_  
m/d/y
- (e) Expected date at which time the employee can return to full duty: \_\_\_\_\_  
m/  
d/y
- (f) Next follow-up visit scheduled: \_\_\_\_\_  
m/d/y

I, \_\_\_\_\_, hereby authorize release of the above information and any medical records and information related to the above request to the Town of Manchester and its authorized representatives.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Examining Physician

\_\_\_\_\_  
Date

**APPENDIX C**

**MEMORANDUM OF AGREEMENT**  
**DISPATCHER OVERTIME**

1. For the purposes of this agreement only after an attempt has been made to contact all dispatchers for the purposes of voluntary acceptance of an overtime shift, and no volunteer is found, then a dispatcher may be ordered in to fill the shift.
2. Every effort will be made to limit "order in" occurrences to four hours.
3. If any dispatcher works more than four hours on an "order in" situation, all time beyond four hours shall be paid at double-time.
4. This agreement is made without precedent or prejudice and this agreement shall not be admissible in any forum including contract negotiations or interest arbitration except for purposes of enforcement of this agreement.
5. This agreement may be re-opened for negotiation by either party with written notice to the other at any point.

\_\_\_\_\_/s/ Dede Moore

\_\_\_\_\_/s/ Thomas Stough

\_\_\_\_\_/s/ Louise Guarnaccia

\_\_\_\_\_/s/ Neal Cunningham

Date \_\_\_\_\_ 8-6-02

Date \_\_\_\_\_ 8-6-02

/s/ Steven R. Werbner  
Steven R. Werbner  
General Manager

Witness \_\_\_\_\_

/s/ Thomas R. Stough  
\_\_\_\_\_  
Thomas Stough  
President

Witness

## APPENDIX F

FOR MEU EMPLOYEES  
HIRED PRIOR TO 7/1/2004

### Town of Manchester, Connecticut

BENEFIT	Preferred Provider Option (PPO)	Point of Service Gatekeeper	Point of Service Non Gatekeeper	HMO
<b>Costshares</b>				
	In-Network services subject to copays	In-Network services subject to copays	In-Network services subject to copays	In-Network services subject to copays
	Out-of-Network services subject to deductible and coinsurance	Out-of-Network services subject to deductible and coinsurance	Out-of-Network services subject to deductible and coinsurance	
	\$20 Office Visit	\$5 Office Visit Copay	\$5 Office Visit Copay - PCP	\$5 Office Visit Copay - PCP
	\$50 Emergency Room	\$50 Emergency Room Copay	\$10 Office Visit Copay - Specialist	\$5 Office Visit Copay - Specialist
	\$50 Outpatient Surgery		\$50 Emergency Room Copay	\$50 Emergency Room Copay
	Deductible - \$250/\$500/\$750	Deductible - \$250/\$750	Deductible - \$250/\$750	
	Coinsurance - 70% to \$5000/\$10,000/\$15,000	Coinsurance - 80% to \$5,250/\$18,750	Coinsurance - 80% to \$5,250/\$18,750	
	\$1,750/ \$3,500/\$5,250 OOP Max	\$1,500/ \$4,500 OOP Max	\$1,500/ \$4,500 OOP Max	
	Lifetime Maximum In-Network - Unlimited	Lifetime Maximum In-Network - Unlimited	Lifetime Maximum In-Network - Unlimited	Lifetime Maximum In-Network - Unlimited
	Lifetime max out of network- Unlimited	Lifetime Maximum Out-Of-Network - \$1,000,000	Lifetime Maximum Out-Of-Network - \$1,000,000	
<b>Preventive Care</b>				
Pediatric	In-network \$0 Copay	No Copay	No Copay	No Copay
Adult	\$20 Copay (1997 AAP)	No Copay	No Copay	No Copay
Vision	\$20 Copay	No Copay	No Copay	No Copay
	Covered once every two years	Covered once every 24 months	Covered once every 24 months	Covered once every 24 months
Hearing	\$20 Copay	No Copay	No Copay	No Copay
	Covered once every two years	Screening part of physical exam	Screening part of physical exam	Screening part of physical exam
Gynecological	\$20 Copay	No Copay	No Copay	No Copay
<b>Medical Services</b>				
Medical Office Visit	In Network \$20 Copay	\$5 Copay	\$5 Copay - PCP	\$5 Copay
			\$10 Copay - Specialist	
Outpatient PT/OT/ST	No Charge	\$5 Copay	\$10 Copay	\$5 Copay
Chiro.				
	per member per calendar year			
	60 Combined Days			
Allergy Services	\$20 Copay for office visits and testing	\$5 Copay for office visits and testing	\$10 Copay for office visits and testing	\$5 Copay for office visits and testing
	No copay for injections	No copay for injections	No copay for injections	No copay for injections
Diagnostic Lab & X-ray	Covered	Covered	Covered	Covered
Inpatient Medical Services	Covered	Covered	Covered	Covered
Surgery Fees	Covered	Covered	Covered	Covered
Office Surgery	Covered	Covered	Covered	Covered
Outpatient MH/SA	\$20 Copay per visit	\$5 copay per visit	\$10 copay per visit	\$5 copay
<b>Emergency Care</b>				
Emergency Room	\$50 Copay (waived if admitted)	\$50 Copay (waived if admitted)	\$50 Copay (waived if admitted)	\$50 Copay (waived if admitted)
	Sudden and Serious guidelines	Sudden & Serious Guidelines	Sudden & Serious Guidelines	Sudden & Serious Guidelines
Urgent Care	\$25 Copay	\$25 Copay	\$25 Copay	\$25 Copay
Ambulance	Covered	Covered	Covered	Covered

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07/01/2007

**Town of Manchester, Connecticut**

07/01/2007

FOR MEU EMPLOYEES  
HIRED AFTER 07/01/2004

## Town of Manchester, Connecticut

BENEFIT	Point of Service Gatekeeper	Point of Service Non Gatekeeper	HMO
<b>Costshares</b>			
	In-Network services subject to copays	In-Network services subject to copays	In-Network services subject to copays
	Out-of-Network services subject to deductible and coinsurance	Out-of-Network services subject to deductible and coinsurance	
	\$5 Office Visit Copay	\$5 Office Visit Copay - PCP	\$5 Office Visit Copay - PCP
	\$50 Emergency Room Copay;	\$10 Office Visit Copay - Specialist \$50 Emergency Room Copay;	\$5 Office Visit Copay - Specialist \$50 Emergency Room Copay;
	Deductible - \$250/\$750	Deductible - \$250/\$750	
	Coinsurance - 80% to \$6,250/\$18,750	Coinsurance - 80% to \$6,250/\$18,750	
	\$1,500/ \$4,500 OOP Max	\$1,500/ \$4,500 OOP Max	
	Lifetime Maximum In-Network - Unlimited Lifetime Maximum Out-Of-Network - \$1,000,000	Lifetime Maximum In-Network - Unlimited Lifetime Maximum Out-Of-Network - \$1,000,000	Lifetime Maximum In-Network - Unlimited
<b>Preventive Care</b>			
Pediatric	No Copay	No Copay	No Copay
Adult	No Copay	No Copay	No Copay
Vision	No Copay Covered once every 24 months	No Copay Covered once every 24 months	No Copay Covered once every 24 months
Hearing	No Copay Screening part of physical exam	No Copay Screening part of physical exam	No Copay Screening part of physical exam
Gynecological	No Copay	No Copay	No Copay
<b>Medical Services</b>			
Medical Office Visit	\$5 Copay	\$5 Copay - PCP \$10 Copay - Specialist	\$5 Copay
Outpatient PT/OT/ST Chiro.	\$5 Copay	\$10 Copay	\$5 Copay
Allergy Services	\$5 Copay for office visits and testing No copay for injections	\$10 Copay for office visits and testing No copay for injections	\$5 Copay for office visits and testing No copay for injections
Diagnostic Lab & X-Ray	Covered	Covered	Covered
Inpatient Medical Services	Covered	Covered	Covered
Surgery Fees	Covered	Covered	Covered
Office Surgery	Covered	Covered	Covered
Outpatient MH/SA	\$5 copay per visit	\$10 copay per visit	\$5 copay
<b>Emergency Care</b>			
Emergency Room	\$50 Copay (waived if admitted) Sudden & Serious Guidelines	\$50 Copay (waived if admitted) Sudden & Serious Guidelines	\$50 Copay (waived if admitted) Sudden & Serious Guidelines
Urgent Care	\$25 Copay	\$25 Copay	\$25 Copay
Ambulance	Covered	Covered	Covered

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07/01/2007

FOR MEU EMPLOYEES  
HIRED AFTER 07/01/2004

**Town of Manchester, Connecticut**

[illegible]

## APPENDIX G

The following provisions concerning Public Safety Dispatchers are hereby agreed to between the Town of Manchester and Municipal Employees Union (MEU) Local 991 (of Council No. 4, AFSCME, AFL-CIO)

1. Not later than June 30, 2003 the Town will pay to each person holding the position of Public Safety Dispatcher, who has been employed by the Town for more than one year, a lump sum of \$400.
2. Effective July 1, 2003, Public Safety Dispatchers may work four (4) ten hour shifts per week under the following conditions:
  - a. Public Safety Dispatchers may bid for any available ten hour shifts by seniority.
  - b. For any period of time in excess of one month, when a Public Safety Dispatcher is working ten hour shifts, all benefit time shall be earned in increments of ten hours equals one day. All benefit time used during assignment to ten hour shifts shall be charged in increments of ten hours equals one day.
  - c. Every effort will be made not to hold over employees assigned to ten hour shifts.
  - d. The Town, in its sole discretion, shall determine the total number of ten (10) hour shifts available.
  - e. Absences on ten (10) hour shifts may be filled for less than full ten hours based on staffing needs as determined by the Town.
  - f. Appendix C of this Contract shall apply to this Appendix except five (5) hours shall be substituted for four (4) hours in the application of the language to ten (10) hour shifts.
3. Effective July 1, 2003 there shall be an assignment for Public Safety Dispatchers known as Lead Dispatcher. The Lead Dispatcher shall be responsible for work assignments during a shift, staffing during breaks and meal periods, and requests to the Shift Supervisor for additional manpower resources during the shift.

The Lead Dispatcher for each shift shall be designated for each bid period; however, in no event shall more than one person be paid for Lead Dispatcher duties during any hour of the workday. In the absence of the designated Lead Dispatcher on a particular shift, the Chief or his designee may designate a Lead Dispatcher for the shift. If no designation of Lead Dispatcher is made the Police Department Shift Supervisor may carry out only those duties which are unique to the position of Lead Dispatcher.

The Public Safety Dispatcher assigned as Lead Dispatcher shall be paid \$1.25 per hour worked in the assignment.

4. Effective July 1, 2004 the base pay of each person employed as a Public Safety Dispatcher shall be increased by 1%.
5. Effective January 1, 2005 the base pay of each person employed as a Public Safety Dispatcher shall be increased by 1%.

AGREEMENT

TOWN OF MANCHESTER  
-AND-  
LOCAL 991, AFSCME, COUNCIL 4, AFL-CIO  
MUNICIPAL EMPLOYEES

AMENDMENT TO COLLECTIVE BARGAINING AGREEMENT

This Agreement is made by and between the Town of Manchester (the "Town") and Local 991, AFSCME, COUNCIL 4, AFL-CIO, (the "Union") on behalf of the employees represented by the Union in the Municipal Employees bargaining unit. This Agreement supersedes the provisions of the 2008-2011 collective bargaining agreement between the Town and the Union only to the extent that this Agreement is different from that agreement. In all other respects, that agreement shall remain in effect.

The Town and the Union agree as follows:

1. There shall be no general wage increase for the 2009-10 contract year. Revised salary schedules for the 2009-10 and 2010-11 contract years are attached.
2. Employees shall continue to be eligible for step increases to the extent provided in Section 9.0 of the collective bargaining agreement.
3. There shall be no layoffs of non-probationary, regular employees in the bargaining unit through June 30, 2010.

LOCAL 991, AFSCME,  
COUNCIL 4, AFL-CIO

TOWN OF MANCHESTER

By Thomas R. Stough  
Thomas Stough  
President

By Scott Shanley  
Scott Shanley  
General Manager

Date 3-27-09

Date 5/1/09

AGREEMENT

TOWN OF MANCHESTER  
-AND-  
LOCAL 991, AFSCME, COUNCIL 4, AFL-CIO  
MUNICIPAL EMPLOYEES

AMENDMENT TO COLLECTIVE BARGAINING AGREEMENT

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Amendment to 2010/11 Contract Year – July 1, 2010 – June 30, 2011

The Town and the Union agree as follows:

1. There shall be a general wage 3% general wage increase on January 1, 2011.
2. Employees shall take one unpaid furlough day between July 1, 2010 and June 30, 2011.
3. There shall be no layoffs of non-probationary, regular employees in the bargaining unit through June 30, 2011.

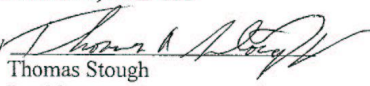
Two-year extension July 1, 2011 – June 30, 2012 and July 1, 2012 – June 30, 2013

The Town and the Union agree as follows:

1. There shall be a 1.5% general wage increase on July 1, 2011.
2. There shall be a 1.5% general wage increase on July 1, 2012.
3. Employees shall take one unpaid furlough day during the 2011/12 contract year and shall take one unpaid furlough day during the 2012/13 contract year.

LOCAL 991, AFSCME  
COUNCIL 4, AFL-CIO

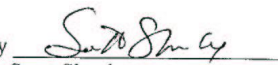
By

  
Thomas Stough  
President

Date 6-22-10

TOWN OF MANCHESTER

By

  
Scott Shanley  
General Manager

Date 6/23/10